

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant FGH Holdings LLC (Formerly The Glover Park Group LLC)	2. Registration Number 5666
--	--------------------------------

3. Primary Address of Registrant

1025 F St. NW, 9th Floor
Washington, DC 20004

4. Name of Foreign Principal

Embassy of the United Arab Emirates

5. Address of Foreign Principal

3522 International Ct NW Suite 400
Washington, DC 20008

6. Country/Region Represented

United Arab Emirates

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) _____

☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Ministry of Foreign Affairs

b) Name and title of official with whom registrant engages

Shaima Gargash

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal





Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
August 05, 2021	Joel Johnson	 /s/ Joel Johnson eSigned
		
		
		

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

FGH Holdings LLC (Formerly The Glover Park Group LLC)

2. Registration Number

5666

3. Name of Foreign Principal

Embassy of the United Arab Emirates

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? July 30, 2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will act as an advisor to the foreign principal on communications and government relations matters. Registrant will conduct these services associated with the UAE's bilateral relations with the United States.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will act as an advisor to the foreign principal on communications and government relations matters. Registrant will conduct these services associated with the UAE's bilateral relations with the United States. As requested, registrant will undertake specific advocacy assignments with regard to public affairs matters, including law enforcement cooperation to combat transnational criminal activities, and related issues.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant will act as an advisor to the foreign principal on communications and government relations matters. Registrant will conduct these services associated with the UAE's bilateral relations with the United States. This may include lobbying, preparation and distribution of informational materials, and outreach to journalists.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
August 05, 2021	Joel Johnson	<div>Sign</div> /s/ Joel Johnson eSigned
		<div>Sign</div>
		<div>Sign</div>
		<div>Sign</div>



July 30, 2021

Shaima Gargash
Deputy Chief of Mission
Embassy of the United Arab Emirates
3522 International Court, NW, Suite 400
Washington, DC 20008

Dear Ms. Gargash:

This letter will serve as the formal Letter of Agreement ("Agreement") under which Finsbury Glover Hering US LLC ("Consultant") will represent the Embassy of the United Arab Emirates (the "Embassy") as a government affairs and communications consultant. The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions.

1. Advisory Duties. Consultant shall devote such time and effort in performance of its duties as may reasonably be requested by the Embassy. Consultant shall be available to meet with the Embassy or its representatives on a regular basis. Consultant's duties under this Agreement shall include acting as an advisor to the Embassy on communications and government relations matters as described in Exhibit A.
2. Term. Consultant's duties under this Agreement shall commence on July 1, 2021 and continue until November 30, 2021; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed in writing.
3. Compensation and Payment Terms.
 - a. Monthly Fees. In complete consideration for the services to be rendered under this Agreement, the Embassy shall pay Consultant a \$75,000 per month non-refundable fee.
 - b. Additional Fees. The Embassy shall also pay Consultant, upon receipt of invoices from Consultant (i) for the costs of all approved production and additional research projects, such amounts based on the budgets set forth for such projects, (ii) for the costs of all approved website development, start-up and ongoing maintenance fees, such amounts based on the budgets set forth for such projects, and (iii) for all approved development, production, and placement of paid advertisements, the standard Consultant commission on media buys, which commission is set forth at 15% of the gross media spend.
 - c. Expenses. The Embassy shall pay Consultant a technology and client resource fee equal to 2% of the Monthly Fee to reimburse Consultant for the following expenses as it pertains to the services provided to the Embassy: (i) secure content management, (ii)

client collaboration platforms, (iii) secure messaging and distribution groups, (iv) event management platform, (v) secure teleconferencing and web services and (vi) expenses for subscription-based or fee-based resources of news, business information and business or market data. The Embassy shall reimburse Consultant for reasonable and necessary out-of-pocket expenses, such as: travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred, and any sales and use taxes related to those out-of-pocket expenses.

- d. Invoices; Payments Thereof. Consultant will submit invoices on a monthly basis to the Embassy for costs and expenses incurred under the terms of this Agreement to Shaima Gargash. Payment will be made to Consultant upon receipt of invoice (or reasonable thereafter). All invoices are to be submitted electronically to the following E-mail address: s.gargash@mofaic.gov.ae.
- e. Currency. All monetary amounts referred to in this Agreement are in U.S. Dollars.

4. Advances.

- a. Research. Prior to conducting any additional research approved by the Embassy pursuant to Section 3(b), Consultant will provide the Embassy with a good faith estimate for the research and any related materials, and the Embassy will advance to Consultant one-half of the estimated amounts of such research services. In the event actual costs of research exceed Consultant's good faith estimate, Consultant will notify the Embassy in a timely manner. Consultant will reconcile actual costs to estimates at the end of any additional research project and invoice or refund the Embassy as necessary.

5. Disclosure and Confidentiality. Consultant shall treat information relating to the activities of the Embassy in these matters ("Confidential Information") as private and confidential. All written and oral information and material disclosed or provided by the Embassy to Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to Consultant. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is in the public domain, (ii) is required to be disclosed by law or legal process, (iii) was already known to Consultant at the time of receipt from the Embassy, (iv) is received from a third party not known to you to be under an obligation of confidentiality or (v) is independently developed by Consultant without use of the information received from the Embassy. During and after the period of this Agreement, Consultant agrees not to disclose Confidential Information or documents containing Confidential Information provided to Consultant in connection with this Agreement to any person or entity except to affiliates, employees, agents, subcontractors and representatives who have a need to know or make any other use of that information other than to provide the services hereunder unless asked to do so by the Embassy. In the event of compulsory process or a court order compelling disclosure of information received from the Embassy, Consultant will give the Embassy notice before making disclosure of non-public information required to be disclosed by law or legal process should such notice be permitted by law. This covenant shall survive the termination of this Agreement.

6. Independent Contractor Status. It is understood and agreed that the operations of Consultant are those of an independent contractor, and that Consultant has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that Consultant, its officers, and employees are not employees of the Embassy, and Consultant is not, except as herein provided, subject to control by the Embassy.
7. No Solicitation. During the term of this Agreement and for a period of one year after its termination, the Embassy will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any Consultant employee which the Embassy becomes aware of because of such employee's provision of services under this Agreement, unless the Embassy has received the prior written approval of Consultant. This section shall not apply to responses by any Consultant employee to any advertising or other marketing by the Embassy which is not directly targeted to Consultant employees.
8. Ownership of Intellectual Property. All intellectual property and related material, including any trade secrets, moral rights, goodwill, and rights in any copyright, trademark, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Embassy. The use of the Intellectual Property by the Embassy will not be restricted in any manner. Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Embassy. Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
9. Third Party Materials. Notwithstanding Section 8 above, the Embassy acknowledges that Consultant may obtain or has obtained certain materials, information, software, intellectual property and/or other items, tangible or intangible, from third parties (e.g., open source software, stock photography, images and music, etc.) that it may desire to incorporate into or otherwise use in connection with the creation and/or development of the Intellectual Property (collectively, "Third Party Materials"). Prior to the incorporation and/or use of any Third Party Materials in connection with the Intellectual Property, Consultant shall first notify the Embassy in writing describing each Third Party Material and the Parties shall discuss, among other things, (a) the terms and conditions pursuant to which Consultant proposes such Third Party Materials be made available to the Embassy and (b) Consultant's use of alternate Third Party Materials if such terms and conditions are unacceptable to the Embassy.
10. Termination of Agreement. Notwithstanding the terms of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other, with no further obligation other than for the Embassy to pay Consultant such fees and expenses incurred up to and through the 30-day notice period provided there has been no breach of contract on the part of Consultant.
11. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and

enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

12. Waiver. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
13. Legal Filings. It is understood that Consultant may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Embassy and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on the Embassy's behalf. It is further understood that Consultant will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the Embassy, with the United States Congress and Federal Executive Branch departments and agencies.

If the foregoing accurately reflects the understanding reached by Consultant and the Embassy, please sign this letter in the space indicated below and return an executed copy to Andrew Wahlgren at Consultant for our records.

Sincerely,



Michele Soho
Chief Operating Officer, North America

Agreed to and accepted this on behalf of the **Embassy of the United Arab Emirates**

By: _____

Name: SHAHNA GARGASH

Date: Aug 2 - 2021



Exhibit A

- Strategic communications and government relations counsel and support for the Embassy of the United Arab Emirates on matters related to international and U.S. law enforcement cooperation to combat transnational criminal activities such as illicit finance, counterfeit goods, and human and drug trafficking;
- Counsel on strategy and content for select digital communication platforms; and,
- Other services agreed to by both parties and directed by the Embassy of the United Arab Emirates.